



AWS DEEPCOMPOSER CHARTBUSTERS CHALLENGE OFFICIAL RULES

NO PURCHASE OR PAYMENT NECESSARY TO PARTICIPATE.

1. **CONTEST PERIOD:** The AWS DeepComposer Chartbusters Challenge Contest (“Contest”) begins on or about June 16, 2020 at 12:00:01 AM (Midnight) Greenwich Mean Time (“GMT”) and ends on or about December 4, 2020 at 11:59:59 Contest Period PM GMT (“Contest Period”). Please see world clock for time zone conversion information. During the Contest Period, there will be one Machine Learning and Generative Adversarial Networks challenges (“Challenges”) posted each month on the AWS DeepComposer service in the AWS Console (“Console”).

2. **ELIGIBILITY:** The Contest is open to those who meet the following eligibility requirements:

- i. You must hold an AWS account, SoundCloud account, valid email address, and operate an Internet browser.
- ii. You must be the minimum age listed below based on the country or region in which you are located (if the minimum age listed is below the age of majority in your jurisdiction of residence, you must have consent to participate from your parent or legal guardian):

Age:	Country/Region:
14+	United States of America
16+	China, Switzerland, all countries in the European Economic Area (excluding Portugal), and the United Kingdom
18+	Algeria, France, Israel, and Portugal
20+	Japan
14+	All other countries not mentioned above

Before entering the Contest, entrants that are under 18 years of age, or the age of majority in their jurisdiction of residence if above 18, must show these Official Rules to their parents or legal guardians and receive their permission to agree to these Official Rules, participate in the Contest, and submit their personal information to Sponsor. Where parental permission is required, entrants must be able to provide evidence that their parent or guardian has consented to their participation in the Contest, or if required, execute documentation that confirms this fact in a form reasonably acceptable to Sponsor.

- iii. The following are excluded from entering any part of the Contest:
 1. Employees of Sponsor and their respective affiliates and subsidiaries or anyone professionally associated with this Contest.
 2. Residents of countries that are on the USA banned trading lists: the Balkans, Belarus, Myanmar/Burma, the Ivory Coast, Cuba, the Democratic Republic of Congo, Iran, Iraq, Lebanon, Liberia, Libya, North Korea, Somalia, Sudan, and Zimbabwe.
 3. Residents of the province of Quebec in Canada.
 4. Residents of Brazil.

5. Residents of Mexico.
6. Residents of the following provinces of Argentina: Mendoza, Córdoba, Neuquén and Tierra del Fuego.
7. Anyone subject to OFAC sanctions, including any individual on the OFAC SDN list and any individuals residing in Cuba, Iran, North Korea, Syria, or the Crimea Region of Ukraine.

Entrants must ensure that participation is lawful in accordance with the laws of the country or region in which they are a resident. Void where prohibited by law. All local laws and regulations apply. Participation constitutes entrant's full and unconditional agreement to these Official Rules. Interpretation of the Official Rules will be objective and based on principles in good faith and Sponsor's decisions and interpretations, which are final and binding in all matters related to the Contest. Entrants and/or potential winners may be required to provide proof of identification and eligibility as required by Sponsor.

3. HOW TO PARTICIPATE: During the Contest Period, eligible entrants will have the opportunity to participate in Challenges. There is no limit on the number of Challenges that an entrant can enter or the number of entries that an entrant can submit to each Challenge.

To participate in a Challenge, eligible entrants must log into his/her AWS account and navigate to the Console, where entrants may follow the links and instructions to provide agreement to these Official Rules. Sponsor will post a Challenge to the Console each month, which will involve the entrant creating a musical composition using either the AWS DeepComposer device or virtual keyboard and applying the Challenge topic to create a composition, including having the option to incorporate post-production editing to the Composition. For each Challenge, entrants may follow the instructions on the Console to publish the AWS DeepComposer composition ("Composition") to his or her SoundCloud account. Sponsor accepts no liability if a Composition fails to publish to SoundCloud or be tagged by the Challenge's specialty tags for any reason.

All entries to a Challenge must be published prior to closing of the applicable Challenge to be valid. No liability is accepted by the Sponsor for late entries. Standard service fees may be incurred for use of AWS services.

4. WINNER DETERMINATION: The rules may vary per Challenge and will be communicated through the Console. For each Challenge, members of the SoundCloud community will identify Compositions via the specialty tags added by the entrant and will vote on their favorite submission, by "liking" it. The 20 Compositions with the highest aggregate number of customer "likes" and count of "plays" over the period of the Challenge will then be judged by two judges (one human judge from the Sponsor and an Artificial Intelligence judge), using the criteria outlined for the applicable Challenge at the Console. The human judge will access and review the Compositions uploaded on SoundCloud. The Artificial Intelligence judge will access and review the Composition in the Amazon S3 bucket associated with the entrant's DeepComposer account where the Composition is stored. BY PARTICIPATING IN THE CONTEST, YOU ARE CONSENTING TO THE SPONSOR ACCESSING AND REVIEWING THE COMPOSITION IN THE S3 BUCKET ASSOCIATED WITH YOUR DEEPCOMPOSER ACCOUNT FOR THE PURPOSES OUTLINED IN THIS SECTION 4. The Artificial Intelligence judge will only have access to and review the Composition, before any post-production editing has been incorporated. Of the 20 finalists, the judges will select and rank the top ten Compositions.

5. PRIZES: For each Challenge, the top ten Compositions that are selected by the judges, as outlined in Section 4, will be featured online at the AWS ML Blog. The top ten Compositions will also be included in an exclusive playlist on SoundCloud and on the Console. The developer of the top Composition of each Challenge will receive an AWS DeepComposer Challenge commemorative record trophy mailed to their physical address. The ARV of

each trophy is \$0. Additionally, the developer of the top Composition for each Challenge will be interviewed and featured on the AWS ML Blog..

6. PRIZE CONDITIONS: As a result of any local laws and restrictions, a winner may not be eligible to receive a prize and the prize will therefore be forfeited. In the event a prize is forfeited for any reason, including for non-compliance with these Official Rules, no additional prize will be awarded. Prizes will not be redeemed or exchanged for cash, except where required by law. No prize substitution or exchange will be allowed, except by the Sponsor, who reserves the right to substitute a prize of a value up to the prize in case of unavailability of the prize.

At the conclusion of each Challenge period, the potential winners will be directed by an AWS representative to complete an online prize redemption process. Potential winners are subject to verification of eligibility and compliance with these Official Rules and/or applicable law. Failure to provide all required information and complete all of the other required activities within the stated time period may result in forfeiture of winner's right to claim a prize. Upon verification of eligibility, the winner will be contacted regarding prize fulfillment. If a potential winner is found to be ineligible, declines to accept the prize, or any winner notification is returned as undeliverable; the potential winner fails to respond to a winner notification within the timeframe specified in such winner notification; or if a potential winner does not answer the initial notification, the prize may be forfeited. If a prize is unclaimed, unredeemed or any portion thereof returned as undeliverable, it will be forfeited. Un-awarded prizes will remain the property of the Sponsor. Prizes are not transferable and includes only the items specifically listed as part of the prize. The winners are not entitled to any difference between the ARV and the actual value of the prize at the time the prize is awarded. If, after a good-faith attempt, Sponsor is unable to award or deliver a prize, that prize will not be re-awarded.

U.S. prize recipients may be required to provide Form W-9 or equivalent for tax identity collection. Certain prizes may prompt issuance of Form 1099 to report prize cash or cash equivalent amount. All prizes awarded under this contest will be made free and clear of any withholding or deduction for taxes. Each party will be responsible, as required under applicable law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on that party upon or with respect to the transactions and payments under this agreement.

Non-U.S. prize recipients will be required to provide IRS form W-8 or equivalent for tax identity collection. IRS form 1042-S will be issued to report the gross-up prize amount, inclusive of applicable US withholding taxes paid by contest sponsor on behalf of recipient.

7. REPRESENTATIONS AND WARRANTIES: You represent and warrant to us that you or your licensors own all right, title, and interest to any content you use in connection with the AWS DeepComposer Device or Services, including any musical content or software. You may not use the AWS DeepComposer Device or the Software: (i) to perform or promote activities that are illegal; (ii) to violate or infringe the intellectual property, proprietary, or other rights of others; (iii) to perform or promote activities that are offensive, anti-social, or disparaging in any manner; or (iv) in ways that may be harmful to others or to Amazon's operations or reputation.

8. LIMITATION OF LIABILITY: By participating in this Contest, entrants agree that Sponsor and each of its respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers and each their respective officers, directors, stockholders, employees, representatives, designees and agents ("Released Parties") are, to the extent permitted by law, not responsible for: (i) lost, late, incomplete, stolen, misdirected, undeliverable e-mail notifications, or postal mail; (ii) any computer, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service

provider/Internet/website/UseNet accessibility, availability or traffic congestion; (iv) any technical, mechanical, printing or typographical or other error; (v) the incorrect or inaccurate capture of registration information or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Contest; (vii) any injury or damage, whether personal or property, to entrants or to any person's computer related to or resulting from participating in the Contest, except for any liability which cannot be excluded by law; (viii) entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, or otherwise not in compliance with the Official Rules; and (ix) for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense or damage which is suffered or sustained (whether or not arising from any person's negligence) in connection with this Contest, except for any liability which cannot be excluded by law. Further, the Sponsor is not responsible for any undelivered messages or e-mails, including without limitation, e-mails that are not received because of an entrant's privacy or spam filter settings that may divert any Contest related e-mail to a spam or junk folder. Nothing in this section shall exclude the Sponsor, or their respective agents or representatives for any other liability whose limitation is prohibited under applicable law of a participant's jurisdiction of residence. By entering the Contest, each entrant agrees: (i) to be bound by these Official Rules, (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to the extent permitted by law, to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Contest; and (iv) to the extent permitted by law, to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable attorneys' fees) that may arise in connection with: (a) the Contest, including, but not limited to, any Contest-related activity or element thereof, participation or inability to participate in the Contest; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) any change in the pricing (or any components thereof); (d) human error; (e) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; or (f) the negligence or willful misconduct by entrant. If, for any reason, the Contest is not capable of running as planned, or the integrity and or feasibility of the Contest is severely undermined by any event beyond the control of the Sponsor, including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state, provincial or local government law, order, or regulation, order of any court or jurisdiction, infection by computer virus, unauthorized intervention, technical failures or other cause not reasonably within the control of the Sponsor (each a "Force Majeure" event or occurrence), Sponsor reserves the right, at its sole discretion, to abbreviate, cancel, terminate, modify or suspend the Contest and/or proceed with the Contest, including the selection of winners in a manner it deems fair and reasonable, including the selection of winners from among eligible entries received prior to such event without any further obligation provided a sufficient number of eligible entries are received. If Sponsor, in its discretion, elects to alter this Contest as a result of a Force Majeure event, a notice will be posted at www.aws.amazon.com/deepcomposer. Entrants shall not provide any illegal content in the course of participating in the Contest. WITHOUT LIMITING THE FOREGOING, UNLESS PROHIBITED BY LAW, EVERYTHING REGARDING THIS CONTEST IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

9. DISPUTES: THIS CONTEST IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF WASHINGTON, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN THE COUNTY OF KING, WASHINGTON. THIS CHOICE OF LAW DOES NOT DEPRIVE THE ENTRANT OF THE PROTECTION AFFORDED UNDER THE LAWS OF THEIR JURISDICTION OF RESIDENCE AND SUCH PROVISIONS THAT CANNOT BE DEROGATED FROM

BY AGREEMENT OR VIRTUE OF THE LAW OF THEIR JURISDICTIONS OF RESIDENCE. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JAMS IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF (“JAMS RULES”). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN WASHINGTON. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN KING COUNTY, WASHINGTON. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL, STATUTORY, OR INCIDENTAL DAMAGES, INCLUDING ATTORNEY’S FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. UNLESS PROHIBITED BY LAW, ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR OF THE TIME THE CAUSE OF ACTION ACCRUED, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.

For Italian and Swedish Entrants Only: EXCEPT WHERE PROHIBITED, YOU AGREE THAT ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS CONTEST SHALL BE RESOLVED EXCLUSIVELY BY THE COURT LOCATED WHERE THE ENTRANT IS RESIDENT OR HAS HIS/HER DOMICILE.

For Spanish Entrants Only: NOTHING IN THESE OFFICIAL RULES SHALL EXCLUDE, LIMIT, OR WAIVE IN ANY WAY THE APPLICATION OF ARTICLES 82 TO 91 AND 114 TO 126 OF THE SPANISH CONSUMERS AND USERS CONSUMERS ACT (ROYAL DECREE 1/2007), WHICH CONTENT SHALL PREVAIL IN ALL CASES WITH RESPECT TO ENTRANTS RESIDING IN SPAIN.

10. PRIVACY POLICY: The data controller of each entrant’s personal data is the Sponsor. The Sponsor will use the entrants’ personal data collected in connection with the Contest for the purpose of (i) running the Contest and fulfilling any prize; (ii) communicating with entrants about the Contest; and (iii) complying with relevant laws and regulations. Sponsor’s privacy policy is available at <https://aws.amazon.com/privacy/>. Any personal information collected in this Contest will be used in accordance with Sponsor’s privacy policy. By participating in this Contest, each entrant consents to the collection, use and disclosure of his or her personal information as set out in the above privacy policy.

For Spanish Residents Only: Further to data protection applicable regulations, the entrant is entitled to exercise the rights of access, rectification, erasure, restriction of processing, objection to the processing or to the adoption of automated decisions, and be it the case, data portability. Moreover and when applicable, you are entitled to lodge a complaint before the Spanish Data Protection Commissioner (www.aepd.es) as being the relevant supervisory authority.

11. PUBLICITY RIGHTS: By participating in this Contest, each entrant hereby grants the Sponsor and Sponsor’s designee the perpetual right to use his/her name, address (city, state, and country/region), biographical information, likeness, picture, voice and other information and content provided in connection with the Contest (for residents of France the period of use is limited to five [5] years) for promotion, trade, commercial, advertising and publicity purposes, including preparing a list of the winners, in all media worldwide including, but not limited to, on television and the Internet, without notice, review or approval and without additional compensation, except where prohibited by law. An entrant may be invited to participate in podcasts, radio broadcasts, or other media interviews to speak about the training technique used to create a Composition and to otherwise discuss the Composition on such media. Without limiting Sponsor’s other rights set forth in these Official Rules, an entrant can opt-out of participating in such interviews.

12. INTELLECTUAL PROPERTY. For good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, each entrant (and any minor entrant's parent or legal guardian) hereby irrevocably grants to the Sponsor, and its successors and assigns, a non-exclusive, worldwide, royalty-free license (but not the obligation) to reproduce, distribute, publicly perform, stream, exploit, make derivative works of and otherwise use each Composition, in whole or in part, and in connection with the marketing, advertising and promotion of the Contest or Sponsor in perpetuity, by means of any and all media and devices whether now known or hereafter devised, including, without limitation, via radio broadcast or podcast. Sponsor shall have the right, in its sole discretion, to edit, combine with other works, composite, duplicate, or modify each Composition for any purpose which Sponsor deems necessary or desirable, and each entrant irrevocably waives any and all so-called "Moral Rights" (as defined below) they may have therein, or (if waiver is not effective) irrevocably provides his or her consent for the Sponsor to do any and all acts that may infringe, any and all such Moral Rights. Sponsor shall have the right to freely assign their rights hereunder, in whole or in part, to any person or entity. The rights granted herein shall include, without limitation (i) all reproduction, distribution, adaptation, performance, fixation, rental and lending rights, exhibition, broadcast and all other rights of communication to the public; (ii) the right to adapt, rearrange, delete from, add to and or make changes to the Composition, and to use all or any part thereof in new versions, adaptations as Sponsor shall from time to time determine in its sole discretion; (iii) the right to authorize, prohibit and/or control the renting, lending, fixation, reproduction, importation and/or other exploitation of the Composition as may be conferred under any applicable laws, regulations or directives, including, without limitation, any treaty, European Union ("EU") directives and/or enabling or implementing legislation, or any law or regulation enacted by the member nations of the EU or any other jurisdiction; and (iv) all rights generally known as "moral rights" or "droit moral" rights (which shall include, without limitation, any similar or analogous rights under the applicable laws of any country of the world [including, without limitation, the so-called right of paternity (droit a la paternite), right of integrity [droit au respect de l'oeuvre], right of withdrawal [droit de retrait or droit de repentir] and/or right of publication [droit divulgation]) which the entrant may have in connection with the Composition (collectively, the "Moral Rights")). In addition to the fullest extent allowable under any applicable law, each entrant hereby irrevocably waives or assigns to Sponsor entrant's Moral Rights. Sponsor shall retain the rights granted in each Composition even if the Composition is disqualified or even if it is determined that the entrant who made the Composition is ineligible to enter the Contest. Except as expressly set forth in this section, the entrant who submits the Composition to the Contest shall retain all other right, title, and interest in the Composition.

13. NATURE OF RELATIONSHIP / NO EQUITABLE RELIEF. Each entrant (and any minor entrant's parent or legal guardian) hereby acknowledges and agrees that the relationship between the entrant and the Sponsor is not a confidential, fiduciary, or other special relationship, and that the entrant's decision to provide the entrant's Composition to Sponsor for purposes of the Contest does not place the Sponsor in a position that is any different from the position held by members of the general public with regard to elements of the entrant's Composition. Each entrant understands and acknowledges that the Sponsor has wide access to ideas, stories, designs, and other literary materials, and that new ideas are constantly being submitted to it or being developed by their own employees. Each entrant also acknowledges that many ideas may be competitive with, similar or identical to the Composition and/or each other in theme, idea, plot, format or other respects. Each entrant acknowledges and agrees that such entrant will not be entitled to any compensation as a result of Sponsor's use of any such similar or identical material. Each entrant acknowledges and agrees that the Sponsor does not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the copyright in and to the Composition. Finally, each entrant acknowledges that, with respect to any claim by entrant relating to or arising out of Sponsor's actual or alleged exploitation or use of any or other material submitted in connection with the Contest, the damage, if any, thereby caused to the

applicable entrant will not be irreparable or otherwise sufficient to entitle such entrant to seek injunctive or other equitable relief and entrant's rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.

14. MISCELLANEOUS: All entries must be made by a natural person. Any attempted form of participation in this Contest other than as described herein is void and will result in disqualification. In the event of any complaints, questions, or comments the entrant should contact the Sponsor by sending an email to: awsdeepcomposer-help@amazon.com. Sponsor will use reasonable efforts to respond within thirty (30) days. Sponsor reserves the right to disqualify any individual found, in its sole opinion, to be tampering with the operation of the Contest, to be acting in violation of these Official Rules or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of the Contest. In the event of a dispute as to the identity of an entrant and/or winner, the entry will be declared made by the primary account holder of the e-mail account associated with the e-mail account used to enter the Contest. The "primary account holder" is the natural person listed as the primary owner of the e-mail address by an e-mail service provided. Sponsor is not responsible for any change of e-mail address, mailing address and/or telephone number and it is solely the responsibility of the entrant to notify the Sponsor in writing if the entrant changes his or her e-mail address, mailing address and/or telephone number during the Contest Period. If any provision of these Official Rules or any word, phrase, clause, sentence or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. Failure of the Sponsor to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. In the event of any conflict with any Contest details contained in these Official Rules and the Contest details contained in any Contest promotional materials (including, but not limited to, point of sale, television and print advertising, or any other promotional media), the details of the Contest as set forth in these Official Rules shall prevail. Sponsor reserves the right to change these Official Rules or the details of the Contest at its sole discretion.

15. WINNER LIST: To obtain a list of the winners, mail a self-addressed, stamped business-sized envelope to AWS DeepComposer Chartbusters Challenge, c/o Richard Lee, 2100 University Ave, East Palo Alto, CA 94303. You may also request a winner list by submitting a request at aws.amazon.com/deepcomposer. Winner List requests must be received by Jan 1, 2021.

For UK Residents Only: If you object to any or all of your name or county, being published or made available, please contact the Sponsor at awsdeepcomposer-help@amazon.com. In such circumstances, the Sponsor will still provide this information to the UK's Advertising Standards Authority on request.

16. SPONSORS: The Contest is sponsored by Amazon Web Services, Inc., 410 Terry Avenue, Seattle, WA, USA, 98109- 5210 ("Sponsor").

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